

Labor Agreement Between

# Teamsters Union Local 542



AND

**MV Transportation, Inc.**  
(Maintenance)

July 1, 2020 – June 30, 2025

**TEAMSTERS, CHAUFFEURS, STABLEMEN & HELPERS  
LOCAL 542**

**Affiliated with the International Brotherhood of Teamsters**

**GENERAL TEAMSTERS**

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SAL ABRICA

OFFICE MANAGER/BOOKKEEPER:

x. 103      TERESA DIAZ

OFFICE PERSONNEL:

x. 101      CARMEN HARO  
x. 102      EVELYN FOURNIER  
El Centro      OFELIA SOLANO

**LABOR AGREEMENT BETWEEN**

**MV TRANSPORTATION, INC.  
305 VIA DEL NORTE, OCEANSIDE**

**MAINTENANCE**

**AND**

**TEAMSTERS UNION, LOCAL 542**

**JULY 1, 2020 - JUNE 30, 2025**

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## ARTICLE 1 – PREAMBLE

This Contract is made and entered into on July 1, 2020 by and between MV TRANSPORTATION, Inc. (hereinafter referred to as "the Employer" or "Company") and TEAMSTERS LOCAL UNION 542, (hereinafter referred to as "the Union").

It is the purpose of this Contract to promote and provide for harmonious relations, cooperation and understanding between the Employer and the Union, to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Contract and to set forth the agreement of the parties reached as a result of good faith negotiations regarding wages and conditions of employment of the members covered under this Contract.

## ARTICLE 2 – RECOGNITION

The Employer recognizes and certifies the Union as the sole and exclusive representative for all classifications of employees in this bargaining unit: all fleet and facility employees including technicians, warehouse clerks, bus servicers, and facility engineers; excluding all other employees including, but not limited to, professional employees, clerical, and supervisors as defined in the National Labor Relations Act as amended. The Contract includes any new classifications which may be created by the Employer during the term of this Contract, should the new classifications of employees perform duties directly related to those activities normally engaged in by the represented employees.

## ARTICLE 3 - DURATION AND TERMINATION

### SECTION 1:

The parties agree that all terms of this Contract shall become effective following ratification by both parties, and shall be in effect from July 1, 2020 to June 30, 2025

### SECTION 2:

Not less than ninety (90) days before the expiration of this Contract, each party shall exchange Contract proposals and shall begin formal collective bargaining not less than sixty (60) days before such expiration.

## ARTICLE 4 – MISCELLANEOUS

### SECTION 1: Full Negotiations & Complete Agreement

The Company and the Union acknowledge that during negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed from law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of their respective rights and opportunities are fully and completely set forth in this existing Agreement. Furthermore, there are no understandings or agreements by the parties which are not expressly set forth in this Agreement.

#### SECTION 2: Waiver of Bargaining During Term

The Company and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject, matter or practice not specifically referred to or covered by this Agreement.

#### SECTION 3: Savings Clause

If any part of this Contract is rendered or declared invalid by reason of any existing or subsequently enacted legislation, government regulation or order, or decree of court, the invalidation of such part of this Contract shall not render invalid the remaining parts thereof.

It is further provided that in the event any provision or provisions to this contract are so declared to be in conflict with such Federal or State law, rule or regulation, both parties shall meet within thirty (30) days for the purpose of re-negotiating the provision or provisions so invalidated.

#### SECTION 4: Benefits

No privileges or benefits except those specifically set forth in this Contract are required to be granted to employees.

#### SECTIONS 5: Meaning of Certain Words

The parties agree that the term "employee" wherever used in this Contract, whether singular or plural, means and implies only those employees of the Company included within this bargaining unit as defined in Article 2 of this Contract and that this Contract shall be limited only to said Employees.

Unless specifically stated otherwise within this Contract, the term "days" or "business days" shall mean days and hours consistent with that of the Company's administrative office located at 305 Via Del Norte Oceanside, CA 92054.

A work week is defined as beginning at 0000 hours on Saturday and ending at 2359 hours on the following Friday.

#### SECTION 6: Job Description and Qualifications

The Company shall furnish to the Union a copy of the job descriptions or qualifications for the Fleet and Facility Maintenance employees. The Union shall have an advisory and consult role in the revision to these job descriptions and qualifications.

SECTION 7: Modifications:

After the effective date of this Contract no modifications of this Contract will be binding on either party unless in writing and signed by the authorized representative of the parties to this Contract.

SECTIONS 8: Assign ability Clause

This Agreement shall be binding upon the Employer herein and its successors and assigns and no provision herein contained shall be nullified or affected in any manner as a result of any merger, transfer, assignment, or any other disposition of the Employer herein, or by any change geographical or otherwise, in the location of the Employer herein. The Employer: agrees that it will not conclude any of the above-described transactions unless an agreement has been entered into as a result of which this Agreement shall continue to be binding on the person or persons or any business organization continuing the business. It is the intent of the parties that this Agreement shall remain in effect for the full terms hereof regardless of any change of any kind in management, location, fom1 of business organization or ownership.

In the event of a consolidation, merger, sale or takeover, the employees covered by this Contract shall be guaranteed geographical seniority.

**ARTICLE 5 – NON-DISCRIMINATION**

SECTION 1:

The Employer agrees to comply with all applicable State and Federal laws pertaining to equal employment and nondiscrimination as to its employees.

SECTION 2:

The Union agrees to comply with all applicable State and Federal laws pertaining to its relationship to its members.

**ARTICLE 6 - UNION SECURITY**

SECTION 1: Dues

All employees must, as a condition of employment, tender to the Union the monetary equivalent of regular non-discriminatory Union Membership dues, beginning thirty-one (31) days after the date of hire.

The Company shall, upon receipt of authorization from the employee, deduct the amount of the regular non-discriminatory Union membership dues or service fee from the employee's pay on the first paycheck of the month. The authorization must be received by the General Manager or designee prior to the end of the first pay period for which it is effective. The amounts so deducted will be delivered to the Union by no later than the twentieth (20<sup>th</sup>) day of the month.

Membership in good standing means only the timely tender by the employee of uniform initiation fees and periodic dues as may be lawfully required and that compliance with these financial obligations shall constitute compliance with the Union security requirements of the Contract.

#### SECTION 2: Delinquency

The Union shall notify the General Manager or designee in writing of the names of employees who have failed to comply with this Article.

If an employee fails to apply for membership or fails to maintain their membership in good standing or fails to pay fees, the Union may give the designated Company representative written notice of this fact. The thirty-day remedial period after the notification by the Union that an employee has not complied with this provision is to bring the employee into compliance and after the thirty [30] day remedial period the Company shall terminate the employment of the employee if they have not complied with this provision. This includes any employee seeking objector status and only paying fees.

#### SECTION 3: Hold Harmless Provision

The Union agrees to furnish any information requested by the Company to fulfill the provisions of the Article. The Union agrees to reimburse the Company for all legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the service fee provisions of this Contract or their implementation and to indemnify the Company from any claims, demands, damages, or other liability arising out of or as a result of implementation of these provisions.

#### SECTION 4: Democratic Republican Independent Voters Education (D.R.I.V.E.) Authorization and Deduction

The Company agrees to deduct from the paycheck of all employees covered by this Contract voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Company of the amounts designated by each contributing employee that are to be deducted from his/her pay check on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Company shall transmit to D.R.I.V.E. Joint Council of Teamsters No. 42, on a monthly basis, in one (1) check, the amount deducted, along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's check.



## ARTICLE 7 - UNION REPRESENTATION

### SECTION 1: Access to Employer Premises

A duly authorized non-employee representative of the Union shall be permitted to enter the division facilities during normal business hours of the Company in order to transact business in connection with the administration of this Contract subject to the following conditions:

1. That the business of such representative be transacted during an employee's scheduled break and meal periods whenever possible and that there is no undue interference with the work of any employee.
2. That such representative notifies the Company's Fleet Maintenance or Facility Maintenance manager or supervisor immediately upon entering or leaving any of their respective facilities.
3. That such representative will observe all safety and other rules of the Company while on the premises.

### SECTION 2: Union Business and Meetings

The Company shall grant unpaid union business leave to any union shop steward or executive board member, whenever possible, upon advance request from the Union Business Agent or other union officer.

### SECTION 3: Bulletin Boards – Material

- A. The Company has furnished one (1) glass enclosed bulletin board at the East Division Maintenance Facility and one (1) for the West Division Maintenance facility for the use of the Union. Once installed, locks, keys, and maintenance of the bulletin boards shall be the responsibility of the Union. Each bulletin board shall be no less than 3 feet x 3 feet in size.
- B. Only official Union representatives, or Stewards, shall be permitted to post bulletins or notices on the board. Posting by the Union on such bulletin boards shall be confined to official union business. The Union will not post on bulletin boards any controversial, offensive, or derogatory materials.

## ARTICLE 8 - SHOP STEWARDS

- A. The employer agrees to recognize Stewards as appointed or elected by the Union. There shall be no more than one (1) Steward and Alternate (per 50 employees) per location per shift at any one time during the life of this Contract.

- B. The Employer will, upon the Union's request, permit any Steward to leave their work on their own time during working hours to perform any duties in connection with any grievance or dispute involving the Union, provided that timely request is given. It is understood and agreed that the Shop Steward has regular productive work to perform and that they not leave their work during work hours, except when necessary to perform their duties and with prior permission of the manager/supervisor, which shall not be arbitrarily denied. The Stewards may assist in the investigation, presentation and settling of grievances. Stewards shall not be discriminated against in discharging duties assigned to them by the Union.
- C. If the Company requires (or agrees to) a steward to leave his or her work during working hours to attend to a grievance hearing, disciplinary hearing, or other Company-required/approved meeting, the steward shall not lose his or her forty (40) hour guarantee. If the Company requires (or agrees to) the steward to attend to a meeting outside of his or her division (East or West) to attend to such hearings/meetings, the steward will not lose his or her (40) hour guarantee.
- D. Shop Stewards have no authority to take strike action or any other work stoppage interrupting the Employer's business.
- E. Time lost by Union Stewards/Officers for attending to grievance hearings, disciplinary hearings, and other Company-required/approved meetings will not be counted against the calculation of hours to qualify for fringe benefits under the contract.

## ARTICLE 9 - NO STRIKE - NO LOCKOUT

- A. It is recognized that the Company and its employees are obligated to perform an essential public service, and that this service must be continuously preformed to the fullest extent. If, for any reason, performance of duties involves undue difficulty, members of the Union will not cease work but will immediately address the matter in an orderly way as provided in this Agreement.
- B. During the term of this Agreement, the Grievance Procedure of this Agreement and the administrative and judicial remedies for remedying unfair labor practices shall be the sole and exclusive means for settling any dispute between the employees, the Union and the Company. Accordingly, neither the Union nor the employees will instigate, promote, sponsor, engage in, or condone any strike, including a sympathy strike, slowdown, refusal to cross a picket line, stoppage of work, refusal to perform assigned work, or any other intentional interruption of service or production, regardless of the reason for so doing. The Company will take appropriate action to assure the safety of employees who encounter a picket line in the course of performing their duties for the Company.
- C. The Union recognizes that in the event of a work action, as described above, the Union has an obligation and a duty to urge any and all employees who may be involved in such

activity to cease such activity and to immediately return to work. No employee who is a Union Officer or Steward shall participate in such prohibited action.

- D. An employee who has been determined by the Company to have violated paragraphs A-C of this Article may be disciplined up to and including discharge. Such discipline shall not be subject to the Grievance and Arbitration provisions of this Agreement, however, the issue of whether the employee actually engaged in such prohibited conduct may be grieved.
- E. Picket Lines - It shall not be a violation of this Contract and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a lawful labor dispute or refuses to go through or work behind a primary lawful picket line, provided said picket line has been sanctioned by Teamsters Joint Council 42, provided, further, that at least seventy two hour (72) notice of such sanction must be given to the Assistant General Manager of Facilities and/or Fleet Maintenance.
- F. The Company shall institute no lockout of employees during the term of this Agreement.

## ARTICLE 10 - MANAGEMENT'S RIGHTS

- A. Except as otherwise specifically limited by this Agreement, the Company retains all rights to fully control all matters concerning the management and conduct of its business. The exercise of any such rights or functions shall not be subject to the grievance provisions of this Agreement, unless in violation of an express provision of this Agreement.
- B. The Company's failure to exercise any function or right hereby reserved to it, or its exercise of any function or right in any particular way shall not be deemed a waiver of its right to exercise such function or right, nor preclude the Company from exercising the same in some other way not in conflict with the express provisions of this Agreement.
- C. The Company may implement and enforce reasonable rules and regulations or may modify or eliminate such rules or regulations, including its employee handbook, at any time so long as such rules or regulations are not in conflict with any specific provision of this Agreement. Before implementation of any new or revised work rule, the Company will discuss the change with the Union.
- D. The relevant portions of the contract between the Company and its client under which an employee of the Company performs work shall be incorporated by reference into this Agreement, to the extent only that such provisions impose terms, conditions or requirements upon the Company and/or its employees that are not required under the terms of this Agreement. In a situation in which a provision of this Agreement is in conflict with any of the provisions of said contract or the directives of the customer, the relevant portions of said contract or the customer directives shall prevail for all

purposes. Nothing in this Section shall be construed as subjecting any of the terms of the Company's contract to the Grievance and Arbitration provisions of this Agreement, nor shall anything in this Section be construed as granting any rights or authority to the union to negotiate any of the terms of said contract, this being the sole and exclusive right of the Company.

- E. All employees of the Company are employed subject to the consent of the Company's Client. Should the client's consent be denied or withdrawn, the employee must be discharged if the removal is due to an infraction or behavior that qualifies as a terminable offence under company policy or this agreement. If the employee is removed for a reason that does not qualify as a terminable offence, they shall be removed from service, and may be offered alternative employment at another Company facility performing work for which they are qualified as determined by the Company. If alternative work is not available, or if the employee refuses any available alternative work, their employment shall be terminated.

## ARTICLE 11 - DISPUTES, GRIEVANCES AND ARBITRATION

- A. For the purpose of this Agreement, a grievance is defined as a dispute between the parties concerning the meaning, interpretation, application or alleged violation by the Company of the express terms of this Agreement.
- B. However, the Company and the Union believe in order to foster good Labor-Management relations, potential grievance issues may be best addressed if they are informally discussed as early as possible after the issue is known. Therefore, the Company and the Union encourage employees to discuss the matter with the Deputy General Manager as soon as possible after the issue comes to his or her attention. Such discussion may include the Union Steward.
- C. Grievances meeting the above definition shall be processed in the following manner:

**STEP 1** - Grievances must be submitted in writing to the Deputy General Manager (AGM), or designee, no later than ten (10) calendar days after the employee knew or should have known of the event, occurrence or nonoccurrence giving rise to the grievance. The grievance shall be in such detail as to adequately identify the nature of the grievance, including date and time of the alleged grievance, if appropriate, the relief requested, and the provision or provisions of the Agreement violated by the Company. Incomplete or improperly completed grievance forms will be returned to the Union/Business Agent as soon as it is reviewed by the Deputy General Manager (AGM), or designee. All corrected grievance forms must be resubmitted within five (5) calendar day requirement or be rejected for time limits.

The Deputy General Manager, or designee, shall schedule a meeting within the respected division within ten (10) calendar days of the written grievance with the

employee and the Union Steward. The employee is required to be present for the case to be heard at Step 1.

The Deputy General Manager, or designee, shall respond to the Grievance in writing to the employee, the Union Steward, and the Union Business agent as to his or her decision regarding the Grievance within ten (10) business days following the date of the meeting.

**STEP 2** – In the event the grievance is not resolved to the satisfaction of the employee in STEP 1 above, the employee may submit the grievance to the General Manager, or designee, within ten (10) calendar days following the date of the Company's answer in STEP 1. The General Manager, or designee, the employee (if the employee is available), the Union Steward, and the Union Business Agent shall hold a meeting within the grievant's respective division within ten (10) calendar days of the date the grievance is appealed to STEP 2 to discuss the grievance. The General Manager, or designee, shall respond in writing to the grievance to the employee, Union steward, and Union Business agent within ten (10) calendar days following the date of the meeting.

**STEP 3** - If the Union is dissatisfied with the response in Step Two (2), the grievance may within ten (10) business days of the General Manager's response, be submitted to the Company Director of Labor Relations, or his designee. The Director of Labor Relations, or his designee, the employee (if the employee is available), the Union Steward, and the Union Business Agent shall hold a meeting, or conference call within the grievants respective division within ten (10) calendar days of the date the grievance is submitted to STEP 3. The Director of Labor Relations, or designee, shall respond in writing to the grievance to the employee, Union steward, and Union Business agent within ten (10) calendar days following the date of the meeting.

**STEP 4** - In the event the grievance is not resolved in Step Three (3), the Union may refer the Grievance to arbitration by written notice to the Director of Labor Relations within twenty (20) business days following the date of the Director of Labor Relations response.

- D. After a demand for arbitration has been made, within ten (10) business days the Union shall submit a request to the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) names of impartial Arbitrators in the region nearest to the Company's premises. The Company and the Union shall, as soon as reasonably practical following receipt of the list of Arbitrators from FMCS, alternately strike names from the list until only one (1) name remains, and the Union shall strike first. The remaining Arbitrator shall act as the impartial Arbitrator who shall hear and decide the issue.
- E. It is understood that the Arbitrator shall be without authority or jurisdiction to add to, remove from, alter, or otherwise amend in any way any provision of this Agreement. The jurisdiction and authority of the Arbitrator shall be for the determination of such grievance,

expressly limited to the interpretation, application and compliance with the provisions of this Agreement.

- F. The fees and all expenses of the Arbitration (arbitrator's fees, hearing room (if applicable), court reporter fees, etc.) shall be shared equally between the Company and Union. Unless otherwise specifically agreed in advance, each party shall be responsible for costs it incurs and for the expenses of presenting its case.
- G. The Arbitrator's decision shall be in writing and served on the Company and Union. The decision of the Arbitrator shall be final and binding upon the Company and the Union.
- H. Under no circumstances shall an employee be made more than whole. Employees that are discharged and returned to work as a result of this procedure shall have interim earnings deducted from all back pay awards.
- I. All grievances that are settled during STEPS 1-4 of the grievance procedure must be reduced to writing and signed or agreed to electronically by the parties. Once the grievance is considered settled, if there is a payment owed to the grievant, such payment will be made within ten (10) business days from the date of formal settlement. If the grievant is not paid within ten (10) business days, a penalty in the amount of four (4) hours straight time for every ten (10) business days that occur after the date of the settlement will occur until the grievant is paid in accordance with the settlement terms.
- J. Once a request for arbitration has been made, if a formal settlement agreement is reached by the parties' or parties' counsel prior to arbitration, provision (I) is not applicable to the settlement award unless expressly stated as such in the settlement agreement. If the grievance is arbitrated, provision (I) does not apply unless expressly stated in the arbitrator's award.
- K. It is the intent of the parties that the time limits provided for shall be strictly adhered to. Exceptions to the foregoing time limits shall be made only upon mutual written agreement of the parties. In the absence of such mutual agreement to extend the foregoing time limits, the failure of the Union to process a grievance within the above time limits shall constitute a waiver of that particular grievance, and it shall be processed no further.

Failure at any step of these procedures to communicate the decision on the grievance to the employee and the Union by the Company within the specified time limit, shall bind the Company to pay 100% of the arbitrators fee in the event the Union elects to arbitrate. Furthermore, it is also understood that should the Company fail to communicate within the time frames listed in this Article, the Union retains the right to submit the grievance directly to arbitration with all arbitrator fee costs borne by the Company.

## ARTICLE 12 - DISCIPLINE AND COMPANY RULES

### SECTION 1: Handbook

- A. Employees will be provided with a copy of the MV Transportation Handbook. This book provides policies and procedures to all employees. In addition, this manual provides management guidelines for determining appropriate discipline when warranted.
- B. The Company maintains its management rights set forth in Article 10: Manager's Rights, including its right to implement, enforce, revise or modify Company policies. The Company agrees to provide the Union with written copies of new or modified Company-administered policies. The Company will provide the Union with advanced notice of new or modified policies.
- C. The Company shall not discipline an employee without just cause. However, nothing shall prevent the Company from removing an employee from work while it conducts an investigation. All investigations will be pursuant to Section 2 and Section 3 below. After the Company has issued discipline, the employee must serve all discipline including suspension, within 21 business days of the date of the disciplinary notice.
- D. The Company recognizes the general concept of progressive discipline, including the following steps: documented counseling, written warnings, suspension, and discharge. It is understood that such steps will be applied on a case-by-case basis as determined by the Company based on the seriousness and severity of the violation. However, the Company and Union recognize that some infractions, including but not limited to dishonesty, fighting or assault in the workplace or while on duty, insubordination, violation of Company's Drug and Alcohol policy, failure to report an accident, incident, or moving violation, or harassment of any kind, and certain safety infractions as stated in the MV Employee Handbook, are of such a serious nature that they may be addressed by discharge on the first offense.
- E. The affected employees will be provided a copy of all written discipline promptly.
- F. It is mutually agreed that rules and regulations made by the Company will not be in conflict with the provisions of this Contract and the Contract shall supersede the Employee Handbook where a conflict exists.

### SECTION 2: Non-Accident Investigations

The parties understand the importance of fully investigating any incidents prior to issuing any discipline. The Company will make every attempt to complete its investigation into any non-accident-related incidents in a timely manner. The Company shall have ten (10) business days from the time the Company is made aware of the incident to investigate a non-accident-related incident and/or issue any discipline. If the employee is put out on an administrative leave during

the investigation, he or she shall be paid at the end of the investigation, if the employee is not suspended or terminated as a result of the investigation. The time limits to conclude the investigation and issue the discipline may be extended by mutual agreement between the General Manager, or his designee and the Union Business Agent. Such agreement to extend the time limits shall not be unreasonably withheld.

### SECTION 3: Accident-Related Investigations

The parties understand the importance of fully investigating any accidents prior to issuing any discipline. The Company will make every attempt to complete its investigation into an accident in a timely manner. The Company shall have twenty (20) business days to investigate an accident from the time the company is made aware of the accident. If the employee is placed on administrative leave during the investigation they shall be on a paid status until the conclusion of the investigation. The facts related to the accident will be scheduled for review at the next Accident Review Committee (ARC) following conclusion of the investigation, if requested by the employee. Discipline shall be issued within five (5) business days from the Supervisor's receipt of the official notification of the decision of the ARC. The time limits expressed in this Section may be extended by mutual agreement between the Deputy General Manager and the Union Business Agent. Such agreement to extend the time limits shall not be unreasonably withheld.

### SECTION 4: Attendance Discipline

The Supervisor shall meet with an employee to issue any attendance disciplinary letters no later than seven (7) calendar days from the date of the incident. However, if the employee does not work or is otherwise unavailable to meet for the purpose of receiving a disciplinary notice following his/her return, the seven (7) calendar day period will commence from the date the employee returns. It is understood that extension of the above time limits may be granted by mutual agreement between the Deputy General Manager or designee and the Union Business Agent. Such agreement to extend the time limits shall not be unreasonably withheld.

### SECTION 5: Safety Point Discipline

The MV Employee Handbook will continue to govern all Safety Point Discipline events with the following exceptions\*:

- Preventable incidents resulting in property damage of \$1000 or less will be considered a minor safety incident resulting in two (2) safety points.
- Preventable accident resulting in no property damage will result in one (1) safety point.

\*Exceptions do not apply to preventable incidents involving a pedestrian, cyclist, etc.

### SECTION 6: Union Representation

The Company will afford an employee his or her Weingarten rights as required.



## SECTION 7: Onboard GPS/Video Camera System

The Union recognizes the legitimate business purpose of the GPS, Video and other technological equipment onboard buses. The Union and the Company understand that this equipment is not to be used for surveillance and will not be reviewed without legitimate business purpose.

## SECTION 8: Accident Review Committee (ARC)

- A. The Company will make the initial determination of accident preventability. An employee may choose to appeal the Company's determination that an accident was preventable to the Accident Review Committee. The appeal must be filed within seven (7) business days of determination and written notification to the Employee/Union. The Company will provide the employee with a notice to move to the ARC at the time of determination.
- B. The Accident Review Committee shall decide preventability issues only and shall not determine discipline questions. Discipline rendered as a result of a decision that an accident was preventable is subject to the Grievance & Arbitration Procedure of this labor agreement, however, the determination of the Accident Review Committee may not be appealed.
- C. The Accident Review Committee will be made up of equal numbers of bargaining unit members and non-bargaining unit members, and one (1) neutral party, who will be selected by the Company and the Union. The neutral party will not be associated with the Company, NCTD or the Union. The neutral party shall be chosen from either Federal Mediation Conciliation Service (FMCS) or California State Mediation Conciliation Service, unless otherwise agreed to by the parties. The Accident Review Committee will consist of four (4) persons. Any Company or Union representative who participated in the preventability investigation and issuing of preventability will not be allowed to participate in the voting process. The Union shall have the right to select the bargaining unit members. An Accident Review Committee member (Company and Union) who has incurred a preventable accident within the prior 12 months will not be eligible to serve on the Accident Review Committee, and an alternate must be selected. The Company and Union may each elect to have an observer present during the proceeding.
- D. The ARC is scheduled to meet as needed at the West Division Operations Building.

## ARTICLE 13-PAID TIME

All job-related work performed in excess of forty (40) hours of actual work and/or training time in one (1) week shall be compensated at one and one-half (1-1/2) times the regular hourly rate of pay for all Company employees represented in this bargaining unit, regardless of classification. All regular full-time employees shall be guaranteed a minimum of forty (40) hours of work time each week.

Any employee who is called back to work after completion of regularly scheduled hours and who has punched out and left the Company's property shall be guaranteed two (2) hours of work.

Employees may be required to work overtime based on the needs of the operation. It is understood that classification seniority by primary reporting area and shift shall be a prime consideration in assigning overtime. In the event that the number of volunteers does not meet the needs of the Company for filling such work needs, the Company will assign overtime work in reverse seniority order by position. Scheduled overtime is defined as covering vacant shifts due to scheduled absences.

## ARTICLE 14 – VACATION

### SECTION 1:

Upon completion of one (1) year continuous service, all permanent full-time Maintenance employees shall be authorized and granted paid vacations. The amount of annual vacation hours is based on the following:

#### Service Completed on January 1st Vacation Year Maximum Benefit\*

1 year of service -	40 hours (3.33 hours per month)
2 – 4 years of service -	80 hours (6.66 hours per month)
5 – 9 years of service -	120 hours (10 hours per month)
10 + years of service -	160 hours (13.33 hours per month)

For the purpose of this section only, the vacation year maximum benefits for each employee shall be based on an annual 1,700 compensable hours in the employee's previous calendar year. Compensable hours for the purpose of this section only are defined as any hours in which the employee receives pay based on a benefit earned per the terms this contract (i.e., use of vacation, paid sick days, personal holidays, and paid holidays). If an employee does not reach the threshold of 1700 compensable hours, the prorated amount is based on 2080 hours for the next year's vacation.

When an employee obtains additional vacation hours due to years of service that places them in the next vacation hour tier (40, 80, 120, or 160 hours), the additional vacation hours will be accrued to the employee on their anniversary date. All other hours will accrue to the employee on January 1st of each year. During the vacation bid, employees may bid vacation slots occurring on or after their seniority date for hours that they will have accrued by way of their seniority.

**Example:** an employee with a seniority date of August 1<sup>st</sup>, reaching 5 years of service on August 1, 2017, will be at the 120-hour vacation tier. The employee will accrue 80 hours on January 1, 2017 through the normal accrual process. The employee will accrue the additional 40 hours on

August 1, 2017. During the vacation bid, the employee may bid vacation slots on or after August 1 for the additional 40 hours.

Furthermore, all employees that are scheduled to receive additional vacation time on their anniversary date based on years of service will receive the additional vacation time on their anniversary date.

## SECTION 2:

Vacation slots shall be assigned each year by the Company according to the following grouping of employees:

- Fleet Technicians/Electronic Technicians
- Body Repair Technicians
- Warehouse Clerks
- Bus Servicers
- Facility Engineers I/ Facility Engineers II, and Facility Engineers III

No single week shall have fewer than two (2) vacation slots of an employee group given above as calculated on December 1 of each year with the following exception: Four (4) weeks out of each year will be designated by management as the inventory period and shall not be available for vacation bidding by the Warehouse Clerks. Such designated weeks shall be posted along with the January bid. All vacation shall be selected on the basis of seniority as set out in Section 4 below. All employees must bid and take at least one week consisting of consecutive days' vacation per year. Employees must maintain the minimum number of vacation hours that corresponds with their bid vacation until their bid vacation is taken.

## SECTION 3:

Employees will be allowed to submit vacation request (one day vacations or multiple days) outside the normal vacation bidding window outlined in Section four (4) of this Article. The employees immediate supervisor will approve the vacation time on a first submitted, first approved. However, if more than one employee submits a vacation request on the same day for the same requested time off, seniority shall prevail. It is understood that should an employee submit a vacation request outside Section four (4) below, those request need to be submitted no less than one (1) week in advance except in cases of extreme emergencies to allow the Company to schedule coverage. The employee will be notified of approval or denial within two (2) business days of the date the request is received.

## SECTION 4:

Employees will bid their vacations based upon seniority twice a year in December and June. If an employee wants to request to vacate a bid vacation, the employee must, in writing, make such request to the appropriate Manager (or designee) fifteen (15) calendar days prior to their vacation.

## SECTION 5:

An employee whose employment is severed shall be paid their unused vacation allowance.

#### SECTION 6:

In the event that one of the paid holidays stated in Article 15 should occur while an employee is on vacation the employee shall receive eight (8) hours holiday paid at the straight time rate.

#### SECTION 7:

Any employee who is hospitalized prior to going on a scheduled vacation period that extends into their vacation may cancel their vacation and be eligible for accrued sick leave.

#### SECTION 8: Vacation Buy Back

Any employee with more than four years of service may elect, in lieu of taking vacation, “buy back” vacation time, providing at least one week of vacation is taken as noted above. Buy back allowance is as follows:

- Employees with 4-10 years of service - 40 hours
- Employees with 10+ years of service - 80 hours

Buy back of vacation time may be elected during the first pay period in March, June, September and December each year providing such vacation hours are available and can only be requested in blocks of 40 hours. Or employees may alternately cash out vacation in accordance with the Company’s Vacation Cash out Policy.

At the end of each calendar year, all unused vacation hours will be paid out to the employees.

## ARTICLE 15 – HOLIDAYS

### Six (6) Paid Holidays

- New Year’s Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

It is understood that to be eligible for any of the above holidays, the employee must have worked their regular scheduled workday preceding the holiday, and the regular scheduled work day following the holiday, unless the employee obtains permission from the Company which will necessitate their working the preceding or following scheduled work day, or if the employee was absent due to illness or injury, as certified by a doctor. The Company may, at their option, elect

not to require such proof. If the employee has been previously granted intermittent FMLA, use of such allotted time will be considered certified by a doctor for the purpose of this section as long as falls within the parameters of their FMLA leave.

Those who work on above listed Holidays will be paid in addition to the eight (8) hours of Holiday pay.

Employees who are scheduled to work a holiday and who call in sick shall be eligible for paid sick leave on that day but will not be eligible for holiday pay unless it is covered by FMLA as stated above.

Holiday pay for those maintenance employees working a four (4) day ten (10) hour schedule shall be calculated as follows:

- A. When a holiday falls on the employee's regularly scheduled day of work, and they are not required to work on that day, and their regularly scheduled work consists of four (4) ten (10) hour days, they shall be paid as holiday pay, ten (10) hours pay on that day, such hours are included in the guaranteed hours.
- B. When a holiday falls on an employee's regularly scheduled day of work and the employee works on that day, they shall be paid as holiday pay; eight (8) hours pay for that day.
- C. When a holiday falls on a day other than an employee's regularly scheduled day of work, and they do not work, they shall receive holiday pay of eight (8) hours. In such event, the employee may be paid up to forty-eight (48) hours of straight-time for the week.
- D. Holiday pay will be paid at the current rate of pay of the employee at the time of the holiday. In calculating hours worked for determination of overtime holiday hours are not included.

#### Personal Holiday

- A. Beginning July 1, 2017 Employees will be given personal holidays based on the following schedule, and the applicable allotment of days each January 1 thereafter, for the life of this agreement:
  - After one year of service – one (1) personal holiday
  - After three (3) years of service – two (2) personal holidays
- B. For an Employee to earn personal holidays a minimum of 1,040 hours must be worked during the previous year.
- C. The Company will attempt to allow employees to utilize their floating personal holiday provided that seventy-two (72) hours' notice has been given to and approved by the

Company. The employee will be notified of approval or denial within three (3) business days of the date the request is received. Such notification shall be either by posting or signed return of the time off request. In the event such approval is not received within the two (2) business days, the employee should contact Management. If too many requests for a particular day off are submitted these requests will be awarded based on seniority within each classification by primary reporting area and shift.

- D. Personal Holiday time will be paid in eight (8) hour increments only.
- E. All eligible employees will be allowed to cash out their personal holiday time at the end of December to be paid out, if applicable, the first check the following January.

## ARTICLE 16 - SICK LEAVE

Maintenance employees will be eligible for accumulation/award and use of sick leave from date of hire with MV Transportation based on the schedule below.

Upon completion of one (1) year continuous service, and each year thereafter, permanent regular full-time maintenance employees shall be granted paid sick leave on their anniversary date (adjusted date of hire) each year based on the following schedule:

- 1 year of service                      24 hours of sick leave
- 2 - 4 years of service                  32 hours of sick leave
- 5 - 9 years of service                  48 hours of sick leave
- 10+ years of service                   72 hours of sick leave

Employees with 2 years of service or more, who upon hire by the Company received an initial twenty-four (24) hours of sick leave as stated in the California Paid Sick Leave Act, shall have that time deducted from their annual sick leave award on their anniversary date.

In order to receive compensation while absent on sick leave, a maintenance employee shall notify their supervisor with as much notice as possible but no later than one (1) hour prior to the beginning of the employee's daily duties. Unused sick leave will automatically be paid whenever a maintenance employee is absent due to personal illness. When sick leave is taken, the employee shall file with their supervisor a physician's certificate when the absence exceeds more than three (3) days.

Maintenance employees must use accumulated sick leave hours during any sick leave, FMLA leave for their own serious health condition, or medical leave of absence. Following exhaustion of sick leave, a maintenance employee may use accumulated vacation and personal holiday hours.

All maintenance employees may be paid a maximum of forty-eight (48) hours of unused sick leave promptly on their anniversary date each year. If a maintenance employee does not choose to be paid unused sick leave, he/she will continue to accumulate sick leave hours up to a maximum amount of 144 hours.

Upon retirement, or a voluntary quit, any maintenance employee with eligible sick leave time will be paid out a pro rata share of that total amount plus any accumulation time from previous years but not to exceed 144 hours. Any employee terminated for cause shall not be eligible for sick leave pay out upon termination of employment.

## ARTICLE 17 - LEAVE OF ABSENCE

### Personal Leave:

The Company may grant a personal leave of absence without pay, due to extenuating circumstances, to full-time employees who have completed at least six months of continuous employment. A personal leave of absence is defined as a 30 calendar-day period, agreed upon and approved by the Assistant General Manager or his designee. The employee is removed from payroll but maintained as an employee for the duration of the leave. Failure to return from a leave on the date approved and scheduled for return to work will be considered a voluntary resignation.

### Family and Medical Leave Act

The Company will comply with the provisions of the Family Medical Leave Act (FMLA), and such leave will run concurrently with any other leave that qualifies for FMLA. Following the exhaustion of sick leave, an employee may use accumulated vacation and personal holiday hours.

### Military Leave

The Company will comply with the provisions of the Uniform Services Employment and Re-employment Act and other applicable Federal and State laws dealing with Veterans and Reservists re-employment rights.

### Written Requests

A request for leave of absence or for an extension must be made in writing by the employee and approved in writing by the Company.

### Requests for Leave

Requests for leaves of absence shall be made as far in advance as possible. Seniority shall accumulate during a leave of absence for FMLA and Military leave purposes, however, time spent on leave of absence shall be without pay.

Union Leave of Absence

A Union member elected or appointed to serve as a full-time Local Union official shall not be unreasonably denied a leave of absence during the period of such employment. An employee placed on such a leave of absence will not receive any pay or benefits by the Company during the period of leave. The employee will retain his/her seniority rights during the leave period.

**ARTICLE 18– HEALTH AND WELFARE**

Employees shall qualify for the group medical plan, dental, and vision insurance coverage in accordance with the terms of the Patient Protection and Affordable Care Act (PPACA) on the first of the month following sixty (60) days of continuous employment. Qualified employees may enroll in the following plans:

MV Transportation Kaiser, Dental and Vision Plans

The Company shall, subject to all of the provisions of this Article, offer coverage to a qualified employee, and to their dependents, under a MV Transportation Group Health Plan, with Chiropractic, to include a Dental/Dental PPO, and Vision Plan.

Durable Medical Goods will be covered at one hundred percent (100%).

Qualified employees may participate in the Company’s Flexible Spending Account (FSA) benefit.

Employees will pay their portion of insurance premiums through payroll deductions for all premium contributions required under this Article on the first two pay periods of each calendar month.

**The employee cost share will be as follows:**

	Monthly Employee Contribution	Monthly Employee Contribution	Monthly Employee Contribution	Monthly Employee Contribution	Monthly Employee Contribution	Monthly Employee Contribution
Effective	<u>Current</u>	<u>1/1/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>	<u>1/1/2025</u>
Employee	22.8%	22.8%	22.8%	22.8%	20%	20%
EE + 1	39%	39%	34%	25%	20%	20%
EE + Family	49%	49%	44%	25%	20%	20%



The Company reserves the right to make a higher contribution if it should become necessary to maintain affordable coverage as determined under the terms set forth in the PPACA.

For current employees, effective upon ratification of this agreement (or as soon as practicable thereafter), the employee will make bi-weekly premium contributions via payroll deduction as stated below:

Employees may elect to participate in Company dental and/or vision plans on a stand-alone basis at the following employee contribution rates:

Delta Dental PDP without Medical	Per Pay Period - 24
EE Only	\$6.02
EE + 1	\$11.17
Family	\$16.74

VSP Vision without Medical	Per Pay Period - 24
EE Only	\$1.03
EE + Spouse	\$2.07
Family	\$3.34

NOTE 1:

These amounts reflect the current employee contribution to the MV Transportation Medical, Dental and Vision plans for 2020. The Company and the employee shall split any increase in plan premium costs 50/50 for each premium increase for the life of this agreement.

NOTE 2:

Future year rates for employee contribution amounts will be determined based on total premium rates which come out near the end of the calendar year.

NOTE 3:

The Company may contribute an amount higher than that required by this Article and reduce employee contribution rates in order to comply with the PPACA or other governing healthcare law.

New employees will be eligible for the above contributions effective the first day of the first calendar month following sixty (60) continuous days of employment.

Life Insurance:

Employees shall be eligible to participate in the Company's group life and AD&D insurance plans consistent with all the Plan's provisions. The premium for this benefit will be paid by the Company. Employees shall have \$10,000.00 life insurance coverage under the Company's plan, and \$10,000.00 in AD&D coverage. Other Life coverage may be available to employees at their own expense.

Healthcare Reopener: Should any insurance plan(s) required under the collective bargaining agreement subject the Employer to an excise tax or penalty under Federal or State law, and/or the plan administrator modifies the terms of the plan(s), the parties agree to reopen the CBA at that time for the limited purpose of negotiating an alternative plan(s) and/or other aspects of Article 18. The plans and contributions stated in the Article shall remain compliant with the ACA, if applicable, throughout the term of this Agreement.

Opt-Out:

In order to comply with the affordability requirements contained in the Patient Protection and Affordable Care Act, or current applicable law, cash in lieu of benefits "Opt-Out" shall terminate on date of hire with MV transportation or July 1, 2017, whichever comes first.

All incumbent/transitioning employees receiving cash in lieu of benefits from First Transit as of June 30, 2017 shall receive a "Cost Offset" payment in the amount of two hundred and eighty-three dollars (\$283.00) less statutory deductions.

## ARTICLE 19 - RETIREMENT 401K

The Company shall make voluntary payroll deductions in the amount designated by the participating employee into the Teamsters Supplemental Income 401(k) plan ("Plan") and forward such deductions to the Plan administrator. The Company will match 50% of the employee's contribution, up to a maximum of \$500 annual Company contribution. None of the terms, conditions, or language of the Plan shall come under the Grievance and Arbitration provision of the Agreement. The Union will hold the Company safe and harmless from any and all liability arising out of the administration of the Plan.

## ARTICLE 20 - FUNERAL LEAVE

Paid funeral leave of up to three (3) consecutive workdays shall be granted to full-time employees in the event of the death of the employee's spouse, domestic partner, child, stepchild who resided with the employee at time of marriage, parent, parent of spouse, sister or brother, grandparents, grandchildren. The Company may require proof of death and the relationship to the employee. One of the days off must be the day of the funeral unless otherwise approved by management. Pay will be the operator's regular pay for the days lost.

In addition to the above, an employee may request additional unpaid time off in extenuating circumstances to accommodate bereavement travel or for bereavement for a relative outside of those defined above. All requests are subject to management approval.

## ARTICLE 21 – PROBATION

### SECTION 1- Probationary Period

- A. All original appointments shall be tentative and subject to a probationary period of three (3) months actual service. If an employee is absent from work for more than five (5) consecutive days from their regularly assigned duties, Management will prolong the probationary period by the time of that break to ensure a probationary period of three (3) months actual service. After satisfactory completion of said period the employee shall gain permanent status in that classification.
- B. "Probationary period" of this Contract refers to the original probationary period of a bargaining unit employee. It is understood that the successful completion of probation, as described in this Section, means completion of probation in the classification of initial hire.
- C. To administer this Section of the Contract, it is necessary for an employee to have successfully completed original probation in a single classification, as defined, in order for the employee to be eligible for promotion or transfer.
- D. If newly hired employees complete their formal training within the first two (2) weeks; three (3) month probation reverts to their original date of hire. If their formal training goes beyond the first two (2) weeks; the three (3) month probation will be extended by the length of their training.
- E. The Employer shall give reasonable notification of work performance through the monthly evaluation process.
- F. The probationary period shall constitute a trial period during which the Company will determine the employee's ability, competency, fitness and other qualifications needed to do his or her required job. However, the Company has the right to discipline or discharge any probationary employee and such discipline or discharge will not be subject to the grievance and arbitration procedure.
- G. Dispute, Grievance and Arbitration, shall apply to probationary employees in matters of alleged violations of specific provisions of this Contract. However, the Company shall have the right to discharge without cause any employee during the first ninety (90) days of employment if said employee is not satisfactory to the Company. Such discharge shall not be subject to Article XI- Disputes, Grievances, and Arbitration.

## SECTION 2- Promotions, Demotions, Transfers

- A. An employee who is promoted, who is demoted or who transfers to a new classification will serve three (3) month probation in the new position.
- B. If the employee does not pass that probationary period, and if a vacancy then occurs because of the failed probation, then the Employer may also fill the position pursuant to Article 26, Section 2.

## ARTICLE 22 – SENIORITY

### SECTION 1: General

- A. Seniority, within the meaning of this Contract, may be Hire-Date, or Classification seniority.
- B. Hire-Date seniority shall mean the length of continuous active service with the Company.
- C. Classification seniority shall mean the length of continuous active employment within a specific job classification covered under this Contract.

### SECTION 2: Seniority Roster

The Employer shall maintain a seniority roster of all employees. An employee's seniority date will be the most recent date of hire. When several such employees have the same seniority date, the most senior employee will be determined by lot.

### SECTION 3: Seniority Rank

Seniority date of employees shall appear opposite their name on said roster, those with the latest seniority dates appearing lowest on the roster.

### SECTION 4: Posting of Seniority Rosters

- A. Seniority rosters will be posted at least once every six (6) months, with a copy to the Union.
- B. The seniority roster will be posted and will be subject to protest for a period of thirty (30) days from the date of posting. Upon presentation of proof of error by an employee or the Union within such thirty (30) day period, such error will be corrected. If no protest is made by an employee within the thirty (30) days after the date his name first appears on the seniority roster, such date will be considered his correct seniority date and will not be subject to further protest, except for typographical errors. Otherwise, no change in the seniority roster will thereafter be made, except by agreement between the Employer and the Union.

- C. In addition, the Employer shall furnish the Union with an updated departmental seniority roster at least ten (10) workdays prior to each general bid.

#### SECTION 5: Reduction in Force

When necessary to reduce forces, reduction will be made by classification in the order of least classification seniority. Employees who are affected by a layoff may exercise their Hire-Date seniority to displace the most junior employee in any classification in any position for which the senior employee is qualified.

#### SECTION 6: Recall from Layoff

Employees on layoff will be recalled to work in the order of their seniority. To be eligible for recall, employees on layoff must keep the Employer informed of their current address. The Employer's obligation to offer recall shall be fulfilled by mailing notices by Certified Mail to the most recent address supplied by the employees on layoff. An employee on layoff must notify the Employer within seven (7) calendar days after such recall offer has been received at the address of record and report for work within seven (7) calendar days after that date.

#### SECTION 7: Removal from Seniority Roster

Seniority shall be broken, and an employee removed from the seniority roster under the following circumstances:

- A. Resignation.
- B. Discharge.
- C. Layoff exceeding twelve (12) consecutive months.
- D. Leave of absence exceeding twelve (12) consecutive months.
- E. Failure to respond to a recall following a layoff pursuant to Section 6 above.
- F. Working exclusively in a position outside of this contract for six (6) consecutive months.

#### SECTION 8: Notification of Major Reduction in Force

The Union will be given at least thirty (30) calendar days' notice in the event of a major reduction in forces.

#### SECTION 9: Promotion Outside Bargaining Unit

An employee promoted to a position outside the bargaining unit shall retain his or her bargaining unit and classification seniority and continue to accumulate seniority in these areas for a period of three (3) months after promotion, which seniority will be utilized if the Company returns the employee, or the employee voluntarily agrees to go back to the bargaining unit within that three (3) month period.

## SECTION 10: Promotion or Transfer Inside Bargaining Unit

An employee promoted or transferred to a position within the bargaining unit shall retain his or her bargaining unit and classification seniority and continue to accumulate seniority in these areas for a period of three (3) months after promotion or transfer, which seniority will be utilized if the Company returns the employee or the employee voluntarily agrees to go back to their position within the three (3) month period. After three (3) months, if the employee satisfactorily completes the period in the new position, he/she shall become permanent and the classification seniority date for that position shall be the day the employee first began work in the position after promotion or transfer.

## ARTICLE 23 - JURY DUTY

In the event a full-time employee is required to serve on a duly constituted jury, he shall be paid at his appropriate rate for the hours necessarily absent from scheduled work each day for a maximum of five (5) days during the life of this contract. Employees will immediately notify the Company of any jury notice. The employee may keep any jury duty fees paid by the court.

Employees who are released from jury duty two hours or more prior to the end of their work day must contact their supervisor to determine whether or not they should report for work.

Required time off for the appearance in court for reason of Company business will be compensated at the employee's regular rate of pay.

## ARTICLE 24 - MEAL AND BREAK PERIODS

### SECTION 1:

The meal period shall not be less than thirty (30) minutes nor more than one (1) hour and shall be unpaid. If lunch period is interrupted, said lost break time shall either be compensated at the overtime rate or be scheduled following the conclusion of the interruption by mutual agreement.

### SECTION 2:

The meal period shall be between the ending of the third (3rd) hour and the beginning of the seventh (7th) hour after starting work, unless the employee and supervisor otherwise agree.

### SECTION 3:

If the meal period is not provided to the employee as defined in Sections 1 and 2 above, then the employee shall be paid thirty (30) minutes work time for meal period.

### SECTION 4:

Employees who are normally scheduled to work eight (8) consecutive hours per day shall receive a maximum of two (2) fifteen (15) minute paid rest periods as designated by the Company.

## ARTICLE 25 - PHYSICAL EXAMINATIONS

The Company shall pay for all DOT physical examinations performed by the Company's chosen medical professional. All initial physical exams must be performed by the Company's chosen medical professional. Renewal physicals may be performed by the employee's personal DOT certified medical professional, provided all expenses are paid by the employee and the Company receives proof of DOT exam certification. The employee shall pay the cost of all referrals.

Any time an employee is required to perform any DOT required testing (i.e., Sleep Apnea, blood pressure, vision etc...) will not result in the issuing of attendance points. The employee must provide documentation from a certified medical professional.

## ARTICLE 26 – PROMOTIONS

### SECTION 1: Promotions

- A. Promotions shall be based on qualifications as determined by, but not limited to job knowledge, job skill, job abilities, attendance and employment record.
- B. Nothing in 1(A) above shall be construed to obstruct a bona fide affirmative action plan in accordance with government regulations.
- C. If the qualifications of two or more employees are found to be equal, NCTD seniority (adjusted hire date) shall be used to make the final promotional decision.
- D. The promotion process is as follows:
  1. Job Posting
  2. Internal application filed out by the interested applicant.
  3. The Company will schedule interviews with all the applicants.
  4. The Company will conduct the interviews. The interviews will be by management, but not the applicants Supervisor.
  5. Criteria for promotion hire used during the interview process may include, but not be limited to, the following: Written test, knowledge of test equipment, ASE certifications, general job knowledge, job performance, work history, and employee good standing. Criteria may differ depending on the classification in

which the opening exists. Actual criteria shall be included in the individual job posting.

- E. The Company shall have the sole and exclusive right to determine the number, qualifications, and mix of classifications for employees at each location operated by the Company.

## SECTION 2: Posting

- A. When the Employer determines that a vacancy within the bargaining unit is to be filled, it will post a job announcement for the vacancy for a minimum of one week. The Union and the Employer may agree to a "perpetual posting" of certain bargaining unit positions, in which case, Section 2 does not apply.
- B. If a reemployment list of the names of employees laid off from that position exists, the posting requirement will be waived and the top name on the reemployment list will be offered the position.
- C. The Employer will establish eligibility lists for positions within the bargaining unit. These lists will be valid during the probationary period (90 days) of the newly promoted employee. This list will be posted and given to the Shop Steward and Union Business Agent. When a vacancy within the bargaining unit is to be filled, the Employer may bypass the posting requirement in 2(A) above and go to the appropriate list if one exists as the first step in filling the position. It is understood that qualified candidates shall be placed on an eligibility list and selected from such list prior to qualified external candidates.
- D. The Employer and the Union recognize their obligations under the law to disabled employees and will meet to discuss the transfer or reassignment of a qualified, disabled employee to an open position as part of an effort to make a reasonable accommodation to that disability. Qualified, here, means that the employee is qualified for the open position.
- E. All in-house job postings must be provided to the union within 72 hours of the posting.
- F. Within ninety (90) days of the initial posting all interviews and/or testing shall be concluded.
- G. Within two (2) weeks of a final interview, applicants will be notified if they were promoted or not.

## SECTION 3: Probation for Promoted/Transferred Employees

- A. An employee who is promoted, who is demoted or who transfers to a new classification will serve three (3) month probation in the new position.



- B. If the employee does not pass that probationary period, and if a vacancy then occurs because of the failed probation, then the Company may also fill the position as in Section 2(B), (C) and (D) above.

#### SECTION 4: Internal Recruitment

- A. When a recruitment is completed, the name(s) of the successful candidate(s) will be posted immediately following the filling of the vacancy.
- B. All employees who take a promotional exam shall, at their request, have their strong points and weak points reviewed with them. This will include the points earned on all test and total points possible. This will be provided to the employee within forty-eight (48) hours of the request.

#### SECTION 5: Transfer between Bargaining Units

- A. During an active recruitment for a vacant position, an employee must submit the proper application and other required documentation to be eligible for consideration for the position.
- B. The employee will then be considered for the position based on the competitive selection process.
- C. If selected for the open position which is classified in the other bargaining unit, the following shall govern the transfer:
  - 1. The employee shall maintain his/her original NCTD seniority (adjusted hire date). The hire date shall govern wages and benefits as established by the appropriate CBA.
  - 2. The employee shall be assigned a new classification date that coincides with the start date in their new classification in the new bargaining unit. This new classification date shall govern bidding and work assignment selection.

### ARTICLE 27 - REIMBURSEMENT FOR THEFT/ ASSAULT

The Company agrees to reimburse maintenance employees up to a maximum of fifty dollars (\$50) in the event of the theft or assault resulting in the loss of individual property while performing their assigned duties for the Company.

### ARTICLE 28 - SHIFT ASSIGNMENTS

#### SECTION 1: General Bids

- A. The Employer shall conduct a general bid for both Fleet and Facility employees in December of each year, to be effective the first pay period following January 1<sup>st</sup> of the following year and another general bid in June of each year to be effective the first pay period following July 1<sup>st</sup> of each year. Once the bid is completed a Copy of the completed bid will be sent to the Union Business Agent.
- B. For purposes of this Article, a Primary Reporting Area is the location where an employee punches in and out at the beginning and end of each shift. A Work Area is the location where an employee may be assigned during their work shift. An employee may be assigned to multiple work areas during the course of each work shift.
- C. Each bid will be posted in all Primary Reporting Areas for a period of twenty-one (21) calendar days prior to the effective date of implementation, and ten (10) calendar days prior to the date on which the general bid is conducted.
- D. The bid will contain the Primary Reporting Area, work schedules which list beginning and ending shift times, work days, and days off per calendar week by job classification.
- E. The Facility Maintenance Department bid will provide this information for all primary reporting areas. Actual areas of work for Facility Maintenance Department employees, however, will include any of the facility locations and property which the Company is required to maintain.
- F. Either department may conduct additional bids during the year at management's discretion.
- G. All full time shifts shall have a minimum of eight (8) hours work, excluding meal period.
- H. In the event of staffing shortages some open positions may be temporarily closed in order to ensure continuous operations.

## SECTION 2: Employee Selection

The Company shall set the time limits on the bid. Employees will select their work schedules and Primary Reporting Area from the general bid lists by seniority within their job classification. The Company shall determine the number of employees, work days and days off for each job classification on each shift at each maintenance facility. Changes in bid assignments or Primary Reporting Areas for individual employees during or after the conclusion of the bid process may be made by mutual written agreement of the Company and the Union. The Company may change or restrict the Primary Reporting Area for individual employees based on the needs of the operation or in the best interest of the Company or employee with mutual agreement with a Union official.

## SECTION 3: Proxy Bids

- A. If, for some reason an employee is unable to be present at the time of bidding, the employee shall submit his/her proxy bid in triplicate. The Company representative accepting the proxy bid shall place his/her signature, date and time of acceptance on each copy of the

proxy bid. The Company Representative shall retain the original, provide a copy to the Union, and return one copy to the employee. Except in case of emergency, proxy bids received after the deadline are not valid and will not be accepted. The proxy bid must be received not later than three (3) days prior to the bid.

- B. A member of Management and a Union representative will meet, prior to the bid, to ensure that both parties have all applicable proxy bids. If any discrepancy is noted, the employee involved shall be contacted by the Union Representative and the discrepancy corrected. In the event the Union Representative is unable to contact the employee, the original proxy bid shall be used in making any determination as to the intent of the employee.
- C. All proxy bids are final upon receipt and can only be overridden if a personal appearance is made by the employee at the general bid at the designated time of bidding.
- D. Employees who are not present at a general bid or who have not submitted a proxy bid will be assigned to a work schedule and maintenance facility as selected jointly by Union and Company Representatives. Such joint selection shall be made at the time the employee would have bid based on seniority.

#### SECTION 4: Shifts

When a shift position becomes open, for any reason, before the date of a general bid, and if the Company determines that the vacancy is to be filled, it will be filled in the following manner:

1. A notice of the open shift position will be posted on the bulletin board of each Primary Reporting Area and given to the Steward and sent to the Union Business Agent.
2. Only those employees whose seniority is below that of the individual who vacated the shift position will be eligible to bid for the open position. Their names will be included on the posted notice. This bid will take place no later than fourteen (14) calendar days from the date the shift position is vacated.
3. The list will remain posted for a seven (7) day period of time, or until the vacant slot is filled, whichever is earliest.
4. Following posting of the list, on a seniority basis, the Department will contact the employees whose names are on the list until one accepts the vacant bid position, or until all of them decline. If the vacant slot is not filled through this process, or if any further vacancy created by this process is to be filled, it will be filled according to Article 26, Section 2.
5. Notwithstanding this procedure, a vacant bid position which is to be filled may be filled in a manner mutually agreed to by the Union and the Company.

6. New hire employees will be assigned to a Primary Reporting Area by the Company until the completion of their probationary period. Upon completion of their probation, they will be assigned to a vacant shift.

#### SECTION 5: Day Swaps:

An employee may elect to swap their bid work day within the same work week. For the swap to be approved, it must be submitted in writing within the same work week and must be approved by the Company at least twenty-four (24) hours in advance.

All requests will be approved on a first submitted, first approved basis. Should multiple employees request the same day off on the same day, seniority will prevail. The Company has full discretion to approve or deny any day swap request.

#### SECTION 6: Shift Differential Pay – All Employees

- A. Swing Shift – twenty-five cents (\$0.25) more than the employee's current hourly rate
- B. Graveyard Shift – fifty (\$0.50) more than the employee's current hourly rate.

#### Shifts Defined:

- A. Swing Shift: Any shift that starts after 2:00 PM
- B. Grave Shift: Any shift that starts after 10:00 PM

Shift differential shall be determined by the employees bid shift. And they shall be paid the premium for all hours worked until they bid off that shift.

This differential shall only be paid for hours actually worked on the swing or graveyard shifts and shall not be included towards the calculation of over time.

## ARTICLE 29 - UNIFORMS, WORKCLOTHES AND OTHER EQUIPMENT

The Company will provide a weekly work clothes service for all employees in the Shop. The Company will provide: eleven (11) pants, eleven (11) shirts, and two (2) all-season jackets, replaced as needed, with periodic cleaning provided.

When an employee leaves the employment of the Company, the employee must return all uniform and work clothes items, and all other Company provided equipment and materials, and may be charged the reasonable value of items not returned.

## ARTICLE 30 - TOOL ALLOWANCE

The Company will provide a tool and safety allowance each calendar year which shall be paid out during the second pay period in January of each calendar year. Receipts for reimbursement must be turned in no later than December 31<sup>st</sup> of each calendar year. The total allowance can only be used for tools and the maximum reimbursement total is two hundred (\$200) dollars for actual work-related, documented expenditures.

If the maintenance employee receives an ASE certification, the total allowance that can be claimed for reimbursement is two hundred twenty-five dollars (\$225.00).

Raincoats, rubber hats, and rubber boots of a serviceable nature shall be made available to employees in the Maintenance Department who are required to work outside in wet weather. The Company will make available suitable protective clothing for employees working in the wash rack area, for steam cleaning, in the battery building, and for other jobs when necessary. The Company will furnish all other safety equipment as required.

The Company will reimburse all employees up to one hundred fifty dollars (\$150.00) for prescription safety eye where, payable on the next pay period after the receipt has been submitted.

The Company will reimburse all employees up to two hundred dollars (\$200.00) for boots, payable on the next pay period after the receipt has been submitted.

## ARTICLE 31 - SHIFT SUPERVISORS & LEAD WORKERS

### SECTION 1:

One (1) management employee in Facilities and one (1) management employee in Fleet at each division and shift may perform all bargaining unit work as deemed necessary by management for the good of the Company. This provision is not intended to restrict management from assisting employees in the performance of their work or in the preparation of special events.

### SECTION 2:

If an aggrieved employee proves at an step of the grievance process that a supervisor performed bargaining unit work in violation of the supervisor's working provisions in the Contract, he or she will be provided the following remedy: If such work amounts to less than two (2) hours, the aggrieved employee will be paid the actual hours worked by the supervisor. If the supervisor's work exceeded two (2) hours, the aggrieved employee will be paid four (4) hours of actual hours worked, whichever is greater. Any payments shall be at the grievant's rate of pay.

### SECTION 3:

Nothing in this Contract is meant to prohibit current practice of non-bargaining unit employees conducting minor field repairs or replacement of fare boxes which are in service, and for the purpose of maintaining revenue service.

SECTION 4:

Lead workers' duties are to assign work when a supervisor is not present. Lead workers do not have authority to hire, fire, or discipline employees. Lead workers are not responsible for the action or lack of, for those employees assigned to his/her shift.

When bargaining unit employees are assigned as Lead Workers, they will be compensated an additional two dollars (\$2.00) per hour.

ARTICLE 32- WAGES

	Current	1/1/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025
Auto Technician II	\$26.02	\$28.75	\$30.25	\$31.05	\$32.14	\$33.26
Auto/Body Technician III	\$28.87	\$31.75	\$33.25	\$33.96	\$35.14	\$36.26
Electronics Technician	\$28.87	\$31.75	\$33.25	\$33.96	\$35.14	\$36.26
Bus Servicer	\$16.19	\$20.00	\$20.40	\$20.81	\$21.02	\$21.23
Bus Servicer - Grandfathered	\$18.68	\$20.00	\$20.40	\$20.81	\$21.02	\$21.23
Facilities Tech I	\$16.19	\$17.50	\$17.85	\$18.21	\$18.39	\$18.58
Facilities Tech II	\$22.41	\$25.77	\$26.29	\$26.82	\$27.09	\$27.36
Facilities Tech III	\$28.63	\$31.50	\$33.00	\$33.71	\$34.51	\$34.86
Warehouse Clerk	\$19.47	\$20.85	\$21.27	\$21.70	\$21.92	\$22.14

ARTICLE 33 - ASE CERTIFICATIONS

Technicians can earn additional pay by completing ASE certification testing. For each test that employees successfully complete, they can earn a bonus in addition to their regular pay. The MV Transportation program is designed around the ASE Automotive and Medium/Heavy Truck Series.

Automobile Series Tests:

- A1 Engine Repair
- A2 Automotive Transmission / Transaxle
- A3 Manual Driver Train and Axles
- A4 Suspension and Steering
- A5 Brakes
- A6 Electrical/Electronic Systems
- A7 Heating and Air Conditioning
- A8 Engine Performance

All employees possessing Medium/Heavy Duty Truck Series or “T” certifications at the time of ratification will continue to receive all “T” ASE certification bonuses for the life of this agreement. These certifications will no longer be offered or paid to any other employee after the date of ratification.

### **Transit Bus Test Series – See Below**

#### **Compensation Program:**

The two-test series are classified into primary and secondary test series for the purposes of compensation. The primary and secondary test series classification is based on the majority type of the vehicles in the fleet where the employee works. If the shop has a majority of Transit Vehicles, the “Transit Bus” will be the First Master (Primary) test group and the primary hourly bonus rate will apply. If the shop has a majority of “Automotive” transit vehicles, then the “Automotive” will be the First Master (Primary) test group for the hourly bonus pay. The Region Manager of the Maintenance will make the primary and secondary classification for each location.

Once an employee is Master Certified, they will receive an additional hourly bonus (see table below). For those who wish to complete both test series, the second test series will be the Second Master (Secondary) group for the annual bonus pay. For employees who have passed tests from both series, the bonus rate from the First Master (Primary) will be used for the primary test passed and the Second Master (Secondary) bonus rate will be used for the tests passed from Second Master.

For example, if technicians pass the test for the First Master, they will receive the hourly bonus rate per test of \$.15 per hour. If they also take tests for the Secondary Master, they will receive \$.05 for the Secondary tests passed.

As long as each of the approved certifications is kept current, an individual is eligible for the hourly bonus. If an employee lets a certification or master rating expire, then the hourly bonus will be decreased by the appropriate bonus rate. For example, if technicians have passed seven tests, they must continue to renew for those test. If they let one lapse, they will only get the bonus rate of six test.

<b>First Master (Primary)</b>	<b>Number</b>	<b>Hourly Bonus</b>	<b>Annual Bonus</b>
Bonus for Test Passed	1	\$ 0.15	\$ 312.00
Bonus for Test Passed	2	\$ 0.30	\$ 624.00
Bonus for Test Passed	3	\$ 0.45	\$ 936.00
Bonus for Test Passed	4	\$ 0.60	\$ 1,248.00
Bonus for Test Passed	5	\$ 0.75	\$ 1,560.00
Bonus for Test Passed	6	\$ 0.90	\$ 1,872.00
Bonus for Test Passed	7	\$ 1.05	\$ 2,184.00
Bonus for Test Passed	8	\$ 1.20	\$ 2,496.00
<b>Additional Bonus for Master Certification</b>			
		\$ 0.15	\$ 312.00
<b>Bonus for All tests and Master Certification</b>		\$ 1.35	\$ 2,808.00

<b>Second Master (Secondary)</b>	<b>Number</b>	<b>Hourly Bonus</b>	<b>Annual Bonus</b>
Bonus for Test Passed	1	\$ 0.05	\$ 104.00
Bonus for Test Passed	2	\$ 0.10	\$ 208.00
Bonus for Test Passed	3	\$ 0.15	\$ 312.00
Bonus for Test Passed	4	\$ 0.20	\$ 416.00
Bonus for Test Passed	5	\$ 0.25	\$ 520.00
Bonus for Test Passed	6	\$ 0.30	\$ 624.00
Bonus for Test Passed	7	\$ 0.35	\$ 728.00
Bonus for Test Passed	8	\$ 0.40	\$ 832.00
<b>Additional Bonus for Master Certification</b>			
		\$ 0.05	\$ 104.00
<b>Bonus for All tests and Master Certification</b>		\$ 0.45	\$ 936.00

In order to be eligible for the ASE premium, the employee must present the ASE certificates to the Region Maintenance Manager.



## **TRANSIT BUS TEST SERIES**

The Transit Bus Test series is a new test category designed to test the knowledge of the technicians' skills that are necessary to diagnose, service and repair various systems on transit buses.

### **Transit Bus Test Series Test:**

- H1 Compressed Natural Gas
- H2 Diesel Engines
- H3 Drive Train
- H4 Brakes
- H5 Suspension and Steering
- H6 Electrical/Electronic Systems
- H7 Heating, Ventilation and A/C
- H8 Preventive Maintenance

Any employee who takes the Transit Bus tests will be eligible for the Registration and Test Fee reimbursement and incentive premiums. Employees choosing to take the Bus series will substitute bus certifications for heavy duty truck certifications. MV Transportation will pay for either heavy duty or bus certifications but not both. It will take a combination of heavy duty and bus certifications to achieve master status.

**Blue Seal Certification Program:** Technicians who have ASE Certifications at a location that receives the ASE Blue Seal Designation will receive an additional \$.15 per hour.

### **The ASE Collision Repair and Refinish Test Series includes one test for paint refinishers and three other tests for Repair Technicians:**

1. Painting and Refinishing (B2) (additional \$.25/hr.)
2. Non-Structural Analysis and Damage Repair (B3) (additional \$.25/hr.)
3. Structural Analysis and Damage Repair (B4) (additional \$.25/hr.)
4. Mechanical and Electrical Components (B5) (additional \$.25/hr.)

### **The ASE Parts Specialist Test Series include these three tests:**

1. Medium/Heavy Truck Dealership Parts Specialist (P1) (additional \$.50/hr.)
2. Automobile Parts Specialist (P2) (additional \$.25/hr.)
3. General Motors Parts Consultant (P4) (additional \$.25/hr.)

Upon ratification of this contract, Fleet Technicians will be required within thirty (30) months to obtain the required number of ASE certifications per the job description of their job classification. The Body Technician and the Warehouse Clerks may voluntarily elect to participate in the ASE certifications for their job categories and be compensated accordingly. If an employee fails to meet the required level of ASE's per their job classification description, the Company may offer a lower level, position if a vacancy exists.

**\*\*NOTE\*\***

The Company agrees to pay for the ASE Certifications registration and test fees upon completion of the test. Furthermore, the Company will reimburse the employee for the registration and test fees for the first two failed test per series.

**ARTICLE 34-TERM**

This Contract shall take effect on July 1, 2020 and shall continue in full force and effect through June 30, 2025.

For: MV Transportation, Inc.

For: Teamsters Local 542



Casey Pratt  
Director of Labor Relations

 02/12/2021

Matthew Snyder  
Business Agent



**TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN AND HELPERS  
LOCAL UNION No. 542**

San Diego and Imperial Counties, California  
and the City of Yuma, Arizona

Affiliated with

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

**WELCOME TO TEAMSTERS LOCAL 542**



Jaime Vasquez  
*Secretary-Treasurer*  
Phillip Farias  
*President*  
Cliff Cunningham  
*Vice-President*  
Betsy Moreno  
*Recording Secretary*  
Ivan Murillo  
*Trustee*  
Jim Maclean  
*Trustee*  
Don Mack  
*Trustee*

We are proud to have you as a member of our Local Union. We are affiliated with the International Brotherhood of Teamsters and Joint Council of Teamsters No. 42. We are listing some items that are of GREAT IMPORTANCE.

**WITHDRAWAL CARDS**

Anytime you leave your employment for any reason, be sure you take a withdrawal card. This card protects your membership and is good indefinitely. Dues must be paid for the current month in which the card is requested. This can be handled by calling the Union office.

**TRANSFERS**

Your membership in the Teamsters Union allows you to transfer to any Teamsters Local without paying another initiation fee. If you are current with your dues, or on withdrawal card, all that is necessary is payment of one month's dues.

**DUES**

Your dues are due and payable on or before the first of the month and are delinquent after the last business day of the month, there is a late charge of \$1.00 for each month. If you become three months delinquent, you are automatically suspended and it is necessary for you to pay a re-initiation fee immediately.

**MEETINGS**

The General Membership Meetings are held the third Thursday of each month at 7:30 PM sharp, except on the third month of the quarter, when they are held on the third Sunday of the month at 10:00 AM sharp. We have many specially called meetings for particular jobs or industries as are necessary and notices for these meetings are usually posted on the bulletin board where you work.

EL CENTRO, you will be notified by mail of dates and times of the meetings.

SAN DIEGO OFFICE: 4666 MISSION GORGE PLACE, SAN DIEGO, CA 92120 • (619) 582-0542  
P.O. BOX 600507 • SAN DIEGO, CA 92160 • FAX (619) 582-0059  
EL CENTRO OFFICE: 2298 MERRILL CENTER DRIVE, EL CENTRO, CA 92243 • (760) 352-6571

## **PERIODICALS**

Monthly you will receive the Southern California Teamster newspaper which also contains meeting notices and many interesting articles. You will also receive the International Teamsters Magazine to keep you informed on the national level. In order for you to receive the periodicals, it is of the utmost importance that we have your correct address and phone number. PLEASE NOTIFY THE UNION OF ANY CHANGES IN ADDRESS IMMEDIATELY.

## **CONTRACTS**

Be sure to get a copy of the current contract covering the job where you are employed. Study and know your contract. If you are in doubt about anything or have any questions, contact your Business Representative.

## **GRIEVANCES**

If you have a grievance, contact your Shop Steward or your Business Representative. Most contracts have a grievance procedure, so be sure to do it right.

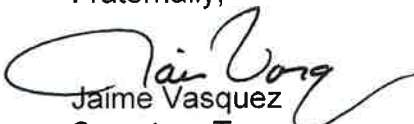
## **BLOOD BANK**

There is a Teamsters Union Blood Bank established for the benefit of the members and their dependents. Its existence is dependent upon contributions to the San Diego Bank at Fourth and Upas Streets. Please help us KEEP this worthwhile benefit by donating a pint of blood to protect yourself and your family.

## **QUESTIONS**

Any questions you have can be more accurately answered by your Business Representative. If they are not in at the time you call, be sure to leave your name and number where you can be contacted. We hope and trust your membership will be a long and pleasant one. Again, WELCOME!

Fraternally,

  
Jaime Vasquez  
Secretary-Treasurer